

REMARKS

The claims remaining in the present application are Claims 1, 3-16, 18-23, and 25-27. Claims 1, 10, 23, and 25-26 have been amended. Claims 2, 17, 24, have been cancelled, without prejudice. No new matter has been added as a result of these amendments.

DRAWINGS

Applicants have submitted formal drawings along with this response.

RULE 105 REQUEST

The requested information of documentation assignee has concerning when the following were first available on its website: revalidation after delays in order approval, user authentication with passwords, and acceptance of incomplete orders is not readily available.

35 U.S.C. §112

Claims 3 and 5 are rejected under 35 U.S.C. §112 regarding deletion of labels in the claims. Applicants have previously amended Claims 3 and 5 to remove the labels (e) and (f) from Claim 3 and (d) from Claim 5. Applicants have chosen to use alphabetical labels to reference steps in some of the claims. Applicants assert that no ordering of the steps is to be implied based on the alphabetical labels used to reference steps.

As stated in the pre-amble of Claim 3, Claim 3 comprises additional steps to Claim 1. As stated in the pre-amble of Claim 5, Claim 5 comprises additional steps to Claim 1. No ordering of the steps is to be implied from reference labels or lack of reference labels. It is not to be assumed that steps of a dependent claim take place after the steps of its base or any intervening claims. In general, no temporal relationship between steps is to be assumed based on the order in which steps are recited.

Claim 25 has been rejected a lacking sufficient antecedent basis for, “optional order processing information.” Applicants note that a definite article has not been used in Claim 25. As such, Applicants respectfully assert that the rejection for lack of proper antecedent basis is improper. Applicants have amended Claim 25 to indicate that the optional order processing information is information that is not required to complete the order.

Claim 21 does not contradict Claim 20. Claim 21 broadly recites a limitation of “receiving said user without requiring said user to provide a password and user identification.” Claim 22 limits the recited, “receiving said user without requiring said user to provide a password and user identification,” with the further limitation of “authenticating said user by verifying a company identification.” The recited limitation of “authenticating said user by verifying a company identification” does not contradict the recited limitation of “receiving said user without requiring said user to

provide a password and user identification.” Rather, Claim 22 is reciting additional a limitation of how the limitation of “receiving said user without requiring said user to provide a password and user identification” is performed.

Regarding the Examiner’s understanding of the use of “further comprising” versus “comprising” (without recitation of “further”), the Applicants note that all dependent claims further limit claims from which they depend. Applicants do not intend that a dependent claim be interpreted as removing limitations from a base claim. Therefore, Applicants do not intend that limitations from base claims are “replaced” by limitations in dependent claims. Rather, Applicants intend that dependent claims provide additional limitations to those already recited in base (and any intervening) claims. Thus, Applicants understand the rejection’s articulation that a common step is replaced to be a mischaracterization, as replacing a common step might be interpreted as removing a limitation, which is improper.

35 U.S.C. §102

Claims 1-2, 6-15, 17, 22, 26-27 stand rejected under 35 U.S.C. §102 as being anticipated by “Inside the Cisco Website” (hereinafter, Cisco). The rejection is respectfully traversed for the reasons below.

Claim 1, as amended, recites in part:

e) if less than a pre-determined period of time has expired between said receiving said electronically placed order and said receiving said approval for said order, continuing the processing of said order without determining whether said product configuration determined to be valid in said step c) is still valid.

The rejection asserts that page 2, second interrogatory in Cisco as teaches the above claim limitations. However, Applicants respectfully assert that this passage actually teaches re-validating orders. Moreover, the cited passage does not teach conditioning a re-validation test on a time period between receiving said electronically placed order and receiving approval for the order. Thus, the passage does not teach the claimed limitations.

The cited passage in the reference states that an order is dropped into temporary tables and validated. The very next paragraph states that the network commerce engine pulls the data and re-validates it. Thus, in contrast to teaching proceeding without determining whether a product configuration is still valid, *the reference teaches the opposite.*

Applicants further note that the reference does not teach that the re-validating is conditionally performed based on how much time has expired between receiving said electronically placed order and said receiving said approval for said order. The passage goes on to state that if there are no problems with the order it is "booked," which can happen within 15 minutes of an order being placed. While a time period is

mentioned in the reference, Applicants note that the reference in no way teaches conditioning whether or not a re-validation test is performed based on any time interval, much less the claimed time interval between receiving an electronically placed order and receiving approval for said order.

Because the reference fails to teach the claim limitations of, "if less than a pre-determined period of time has expired between said receiving said electronically placed order and said receiving said approval for said order, continuing the processing of said order without determining whether said product configuration determined to be valid in said step c) is still valid," the reference fails to teach all the claim limitations. Therefore, the rejection has been overcome.

Applicants respectfully assert that information sent to Applicants along with the Office Action does not establish the publication date of "Inside the Cisco Website." Applicants respectfully request that the Examiner provide evidence of the publication date. Applicants refer the Examiner to MPEP 2128, which when discussing prior art disclosures on the Internet or an on-line databases states, "If the publication does not include a publication date (or retrieval date), it cannot be relied upon as a printed publication under 35 U.S.C. 102(a) or (b).

Independent Claims 10 and 26 comprise similar limitations to those discussed in the response to Claim 1. Therefore, Applicants respectfully submit that Claims 10 and 26 are allowable.

Claims 2, 6-9, 11-15, 17, 22, and 27 are respectfully believed to be allowable by virtue of their dependency on Claims 1, 10, and 26.

35 U.S.C. §103

Claims 3-5, 16, and 23-25 are rejected under 35 U.S.C. §103 as unpatentable over Cisco in view of Mitra, Published U.S. Patent Application No. 2001/0014878 (hereinafter Mitra). The rejection is respectfully traversed for the following reasons.

Amended Claim 23 recites, in part:

e) if less than a pre-determined period of time has expired between a time said order was placed and a time said order was approved, automatically continuing the processing of said order without determining whether said product configuration is still a valid configuration

Applicants respectfully assert that Even if the Cisco reference were to be combed with the Mitra reference, the combination would not result in the claimed limitations of Claim 23. This is because Cisco fails to teach or suggest the claimed limitation of not re-validating if less the a pre-determined period of time has passed between the receiving said electronically placed order and said receiving said approval for said order,

as argued above, and Mitra fails to remedy this deficiency in Cisco in that Mitra also fails to teach or suggest this claimed limitation. Therefore, the combination fails to teach or suggest this claimed limitation.

Moreover, Applicants note that the Cisco reference teaches away from combining any other reference with the Cisco reference to arrive at the claimed limitation of not re-validating if less than a pre-determined period of time has passed between the receiving said electronically placed order and said receiving said approval for said order. This is because the Cisco reference expressly teaches away from any such combination. The Cisco reference teaches on page 2, 4th interrogatory that orders need to be re-validated because things change so quickly. Thus, the Cisco reference actually teaches away from any such combination.

Claims 3-5, 16, and 24-25 comprise similar limitations to those discussed with respect to Claim 23 by virtue of their dependency on other claims. Therefore, Claims 3-5, 16, and 24-25 are respectfully believed to be allowable for reasons discussed in the response to Claim 23.

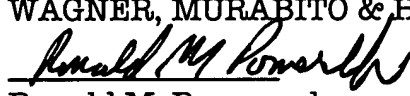
For all of the foregoing reasons, Claims 3-5, 16, and 23-25 are respectfully believed to be patentable over Cisco in view of Mitra.

CONCLUSION

Based on the arguments and amendments presented above, it is respectfully submitted that Claims 1, 3-16, 18-23, and 25-27 overcome the rejections of record. Therefore, allowance of Claims 1, 3-16, 18-23, and 25-27 is respectfully solicited.

Should the Examiner have a question regarding the instant amendment and response, the Applicants invite the Examiner to contact the Applicants' undersigned representative at the below listed telephone number.

Dated: 6/30, 2004

Respectfully submitted,
WAGNER, MURABITO & HAO LLP

Ronald M. Pomeroy
Registration No. 43,009

Address: WAGNER, MURABITO & HAO LLP
Two North Market Street
Third Floor
San Jose, California 95113

Telephone: (408) 938-9060 Voice
(408) 938-9069 Facsimile